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NĀ LEI NA'AUAO

NATIVE HAWAIIAN CHARTER SCHOOL ALLIANCE

April 8, 2014

**Hakipu'u Learning
Center**
Kāne'ohe, O'ahu

To: Catherine Payne, Chairperson of the Performance and Accountability Committee
Cc: Tom Hutton, Executive Director

Hālau Kū Mana
Honolulu, O'ahu

Nā Lei Na'auao – Native Hawaiian Charter School Alliance (NLN) is requesting clarification on several large overarching issues within the bilateral contract. There are proposed material changes to the contract that are of critical concern to NLN. NLN believe that these changes inhibit the governing boards' ability to manage the schools in the spirit and intent of their individual vision and mission.

Hālau Lōkahi
Honolulu, O'ahu

This letter is written in the spirit of aloha that is pervasive throughout all NLN schools. It is our desire to engage in open dialogue to help us understand the rationale or reasoning behind these changes as they are contrary to our understanding and interpretation of ACT 130.

Kanu i ka Pono
Anahola, Kaua'i

While there are other concerns, there are major overarching issues we wish to bring to your attention:
1. The contract template undermines the intent of 130 which clearly states that each school shall have the opportunity to negotiate a bilateral contract. Charter schools willingly complied with the Commission's request for a standard one-year interim contract with a clear understanding that individual contract negotiations would occur the following year. This has not materialized. Denying school governing boards the opportunity to negotiate individual bilateral contracts is in direct opposition with Act 130.

Kanu o ka 'Āina
Kamuela, Hawai'i

2. The complexity of the contract and its possible implications and the timeline in which our Boards are required to review and act on the new draft make it imperative that governing boards have immediate access to legal counsel to guide them through the process. Charter schools are left without appropriate counsel for this purpose and have much to lose if contract verbiage and potential hidden impacts is not scrutinized with a legal lens and fully understood by all parties.

Ka 'Umeke Kā'eo
Hilo, Hawai'i

3. The proposed contract, as it currently exists, directly threatens the legal right and authority of governing boards and their autonomy to control and be held accountable for the management of their respective charter schools. By Hawai'i law, a charter school governing board is an autonomous entity with sole responsibility and authority for the financial, organizational and academic viability of the charter school and implementation of the vision and mission of the charter. With this accountability comes control. Repeated proposed requirements for commission approval of policies and procedures seems to place the Commission in the role of the governing board for all charter schools, thus, removing the local governing board's autonomy and accompanying accountability and control of the individual charter schools. In the commission staff's desire to mitigate potential challenges on behalf of charter schools, they have compromised governing board authority.

**Ka Waihona o ka
Na'auao**
Wai'anae, O'ahu

Kawaikini PCS
Lihue, Kaua'i

4. The proposed Performance Framework is also problematic. It directly impacts a charter school's ability to meet the purpose of ACT 130 "to provide genuinely community-based education." Charter schools experienced inordinate challenges in getting school specific measures that were developed with clear intent to address curriculum, instruction an assessment tailored to native learning styles and multiple intelligence, recognized and accepted with fair and meaningful assessment weights after months of intensive work on these measures. The push back from 40% to 25% weight is difficult to comprehend. We stand united in our quest for a 40% weight on school specific measures and request a three-year pilot period. Continent-based financial requirements not reflective of Hawai'i context, and arbitrary enrollment and other benchmarks not reflective of historical Hawaii Charter School experience are an issue. For example, unilateral policies such as retaining a 25% fund balance reserve and 95% enrollment variance should be based on historical data collected by individual schools. Fund reserve balances should be based purely on state distributions. Schools are also held to highly prescriptive requirements and requests for information that places an overwhelming burden on already strapped, minimally staffed administrations.

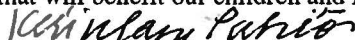
**Ke Kula 'o Samuel
M. Kamakau**
Kāne'ohe, O'ahu

**Ke Kula Ni'ihau 'o
Kekaha**
Kekaha, Kaua'i

Kua o ka Lā
Pāhoa, Hawai'i

**Kula Aupuni Ni'ihau
A Kahelelani Aloha**
Makaweli, Kaua'i

In closing, we would like to thank the commission and staff for this opportunity to share these broad areas of concern with you. In the best interest of the local communities and students we represent, we look forward to engaging in open dialogue with commission staff at the April 15, 2014 meeting to exchange ideas and share perspectives on these overarching concerns and or other issues that may arise. Our ultimate goal is for the commission and staff to work with us in a collaborative process so that we speak with one voice. We believe that this collaboration is essential to an exemplary contract that will benefit our children and families.


Ka'iulani Pahi'o, Coordinator
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